

October 21, 2009

Clerk, U.S. Bankruptcy Court

Below is an Order of the Court.

  
ALBERT E. RADCLIFFE  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re ) Case No. \_\_\_\_\_  
)  
) ORDER, DRAFTED ON: \_\_\_\_\_,  
) RE: RELIEF FROM (Check ALL that apply):  
) DEBTOR STAY CODEBTOR STAY  
) CREDITOR: \_\_\_\_\_  
Debtor(s) ) CODEBTOR: \_\_\_\_\_

The undersigned, \_\_\_\_\_, whose address is \_\_\_\_\_,  
\_\_\_\_\_, Email address is \_\_\_\_\_,  
Phone No. is \_\_\_\_\_, and any OSB # is \_\_\_\_\_, presents this Order based upon:

The completed Stipulation of the parties located at the end of this document.

The oral stipulation of the parties at the hearing held on \_\_\_\_\_.

The ruling of the court at the hearing held on \_\_\_\_\_.

Creditor certifies any default notice required by pt. 5 of the Order re: Relief from Stay entered on \_\_\_\_\_ was served, and that debtor has failed to comply with the conditions of that order.

Creditor certifies that no response was filed within the response period plus 3 days to the Motion for Relief from Stay that was filed on \_\_\_\_\_ and served on \_\_\_\_\_.

**IT IS ORDERED** that, except as provided in pt. 4 below, the stay existing pursuant to 11 USC §362(a) shall remain in effect as to the property described below (hereinafter "the property"):

Personal property described as (e.g., 2001 Ford Taurus):

Real property located at (i.e., street address):

[Optional UNLESS In Rem Relief Granted] Exhibit A attached hereto is the legal description of the property.

IT IS FURTHER ORDERED that the stay is subject to the conditions marked below:

**1. Regular Payment Requirements.**

- a. Debtor(s) shall deliver regular monthly payments in the amount of \$\_\_\_\_\_ commencing \_\_\_\_\_ to Creditor at the following address:
  
- b. The Chapter 13 trustee shall immediately pay and disburse to Creditor the amount of \$\_\_\_\_\_ per month from funds paid to the trustee by Debtor(s), and continue each month until the plan is confirmed, at which time the plan payment terms shall control. Payments made by the trustee under this order shall be deemed to be payments under the plan for purposes of the trustee's collection of percentage fees.
- c. Debtor(s) shall pay to the trustee any and all payments required to be paid under the terms of the Chapter 13 plan.

**2. Cure Payment Requirements.** Debtor(s) shall cure the post-petition default of \$\_\_\_\_\_ consisting of

(e.g., \$\_\_\_\_\_ in payments and \$\_\_\_\_\_ in late charges for April - June, 2002), as follows:

- a. In equal monthly installments of \$\_\_\_\_\_ each, commencing \_\_\_\_\_ and continuing thereafter through and including \_\_\_\_\_.
- b. By paying the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_, and the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_.
- c. Other (describe):

**3. Insurance Requirement(s).** Debtor shall maintain insurance on the property at all times as required by the security agreement, naming \_\_\_\_\_ as the loss payee.

On or before \_\_\_\_\_ Debtor(s) shall provide counsel for Creditor with proof of insurance.

**4. Stay Relief and Codebtor Stay Relief without Cure Opportunity.**

- a. Upon default in the conditions in pt(s). \_\_\_\_\_ Creditor may file and serve a certificate of non-compliance specifying the default, together with a proposed order terminating the stay to allow Creditor to foreclose on, and obtain possession of, the property, which the Court may grant without further notice or hearing.
- b. The stay is terminated to allow Creditor to foreclose on, and obtain possession of, the property provided that a foreclosure sale shall not occur prior to \_\_\_\_\_.
- c. Creditor is granted relief from stay effective \_\_\_\_\_ to foreclose on, and obtain possession of, the property.
- d. Creditor is granted relief from stay to foreclose on, and obtain possession of, the property.
- e. If a Creditor with a senior lien on the property is granted relief from stay, Creditor may file and serve a certificate identifying the senior lien holder and a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- f. Creditor is granted relief from stay to \_\_\_\_\_.
  
- g. Creditor is granted "in rem" relief from stay with respect to the real property described above and in Exhibit A. This order shall be binding in any other case filed under 11 USC purporting to affect such real property filed not later than two (2) years after the date of the entry of this order unless the bankruptcy court in the subsequent case grants relief from this order. Any governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this order for indexing and recording.

h. Creditor is granted relief from the codebtor stay, as it applies to the codebtor(s) named in the caption above, to enforce the terms of the contract and collect the deficiency balance.

5. **Stay Relief with Cure Opportunity.** Upon default in the checked condition(s) in pt(s). 1 - 3, Creditor shall serve written notice of default on Debtor(s) and Attorney for Debtor(s) that gives Debtor(s) \_\_\_\_\_ calendar days after the mailing of the notice to cure the default. If Debtor(s) fails to cure the default in accordance with this paragraph, then Creditor shall be entitled to submit a proposed order terminating the stay, which the Court may grant without further notice or hearing.

a. The notice of default may require that Debtor(s) make any payment(s) that becomes due between the date the notice of default is mailed and before the cure deadline.

b. The notice of default may require Debtor(s) to pay \$\_\_\_\_\_ for the fees and costs of sending the notice.

c. Only \_\_\_\_\_ notices of default and opportunity to cure are required per \_\_\_\_\_ year (calculated from date of entry of this order), during the remainder of this case, or (describe):

6. **Amended Proof of Claim.** Creditor shall file an amended proof of claim to recover all accrued post-petition attorney fees and costs and (describe):

7. **Miscellaneous Provisions.**

a. If Creditor is granted relief from stay, the 10-day stay provided by Fed. Rule Bankr. Proc. 4001(a) shall be waived.

b. Any notice that Creditor's counsel shall give to Debtor(s)/Codebtor, or attorney for Debtor(s)/Codebtor, pursuant to this order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 USC §1692.

8. A final hearing on Creditor's motion for relief from stay shall be held on \_\_\_\_\_ at \_\_\_\_\_ in \_\_\_\_\_.

9. Other:

PRESENTED, AND CERTIFIED, BY:

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IT IS SO STIPULATED:

Creditor's Attorney:

Debtor(s)'s Attorney:

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

NO OBJECTION TO ORDER BY CASE TRUSTEE:

Codebtor's Attorney:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

Exhibit "A"

Lot 52, Melrose Orchards, Douglas County, Oregon.

EXCEPTING THEREFROM the Southerly 20.0 feet.

ALSO EXCEPTING that portion of Lot 52, Melrose Orchards, Douglas County, Oregon, described as follows: Beginning at a point on the easterly right of way line of the Elgarose Loop Road which bears North along said road right of way line 20 feet from the south line of Lot 52; thence North along said road right of way line 180 feet; thence East parallel with the south line of said Lot, 605 feet; thence South parallel with said road right of way line 180 feet to a point 20 feet North of the south line of said Lot 52; thence West parallel with the south line of said Lot, 605 feet to the point of beginning.

ALSO EXCEPTING a parcel of land lying in Lot 52, Melrose Orchards, Douglas County, Oregon, said parcel being more particularly described as follows: Beginning at a 5/8 inch iron rod on the east line of said Lot 52, from which the northeast corner of said Lot 52 bears North 0° 08' 10" East 278.16 feet, also from which point of beginning the one-quarter corner between Sections 35 and 36, Township 26 South, Range 7 West, Willamette Meridian, Douglas County, Oregon, bears North 0° 08' 10" East 278.16 feet North 89° 55' 26" West 838.65 feet and North 0° 02' 30" East 710.79 feet; thence from said point of beginning, South 0° 08' 10" West 413.31 feet along the east line of said Lot 52 to a 5/8 inch iron rod from which the southeast corner of said Lot 52 bears South 0° 08' 10" West 20.00 feet; thence North 89° 52' 37" West 201.88 feet to a 5/8 inch iron rod; thence North 0° 00' 49" East 180.00 feet to a 5/8 inch iron rod; thence North 89° 52' 37" West 605.00 feet to a 5/8 inch iron rod on the east right of way line of County Road No. 53; thence North 0° 00' 49" East 232.65 feet along said right of way line to a 5/8 inch iron rod; thence South 89° 55' 26" East 807.76 feet to the point of beginning, all lying in Douglas County, Oregon.

ALSO EXCEPT any portion in County Road No. 53.